

REQUEST FOR PROPOSAL (“RFP”) FOR FILM & TV WORKFORCE TRAINING PROGRAM

Specification No. 106023

Required for use by:

CITY OF CHICAGO
(Department of Cultural Affairs and Special Events)



This RFP distributed by:

CITY OF CHICAGO
(Department of Cultural Affairs and Special Events)

All proposals and other communications must be addressed and returned to:

Mark Kelly, Commissioner
Attention: JT Schwimer, Contract Administrator
joshua.schwimer@cityofchicago.org
312-742-3849
Department of Cultural Affairs and Special Events
Room 420, Chicago Cultural Center
78 E. Washington Street
Chicago, Illinois 60602

A Pre-Proposal Conference will be held on August 27, 2021 at 2:00 P.M. Central Standard Time, virtually via Microsoft Teams. Meeting access must be requested in writing.

Attendance is Non-Mandatory, but encouraged.

**PROPOSALS MUST BE RECEIVED NO LATER THAN 3:00 P.M., CENTRAL STANDARD
TIME, ON SEPTEMBER 22, 2021.**

LORI E. LIGHTFOOT
MAYOR

MARK KELLY
COMMISSIONER

FILM & TV WORKFORCE TRAINING PROGRAM SCOPE OF SERVICES

A. BACKGROUND

This initiative is based on recommendations outlined in the report produced by the Chicago COVID-19 Recovery Task Force titled: *Forward Together, Building a Stronger Chicago*. The goals of this initiative are to reimagine the region's workforce infrastructure and create a plan to invest in displaced and young to mid-career workers. This work will specifically capture Film and TV production opportunities that are increasing due to a high-volume of production in Chicago given the lack of studio spaces in other places within the Country. This program will also evaluate how to use state film tax incentive funds to support the expansion of targeted workforce development programs in high-need areas.

This program is designed to provide residents from underserved areas with training and placement in entry-level positions in film and television production; promote diversity within Chicago's Film and TV production workforce; provide an additional resource as an incentive for attracting new production to Chicago; aid in economic recovery of Chicago's workforce; position Chicago as a long-term hub for entertainment production; prepare a well-trained workforce, equipped to return to work when demand for production returns and/or increases; and increase employment for residents in underserved areas.

The program will train the following entry level positions: production assistants, grip, electric, props, set decorator, carpenter, hair and make-up, wardrobe and costumes, loader, digital utility technician, sound designers, editors, visual effects and motion graphics. The scope of the administering of the workforce training program is to establish the intake process for trainees and a system for job placement within commercial, network and studio productions.

B. PURPOSE

The Chicago Made: Film & TV Workforce Training Program respondent will develop and execute the workforce training program. The program involves a high-level of coordination between trainees and a complex network of production and post-production partners. It requires the cooperation of trade unions and associations including but not limited to IATSE Local 600, IATSE Local 476, IATSE Local 769, the Association for Independent Commercial Producers (AICP), etc.

C. SCOPE OF SERVICES REQUIREMENTS

It is imperative the organization demonstrates the ability to deliver curriculum and hands-on set training respective to the crew role and department. The respondent will coordinate the onboarding of incoming trainees and exiting of outgoing trainees with the intention of transitioning them from the training program to a working set environment. With an expertise in production and fluency in Film/TV industry practices, the selected organization will provide the following services which include, but are not limited to the following:

- Hire and pay instructors standard rates and if applicable, health and pension (i.e. camera instructors);
- Implement foundational curriculum of set-etiquette, in addition to soft-skills such as professional relationship building, understanding of freelance skills, etc;

- Focus on safety concerns; how to operate walkies; paperwork (call sheets, production reports, schedules, etc.); hierarchy of roles; Chicago Media Standards; COVID training; social media etiquette; how to approach extras and the public; how to load trucks on commercial productions; how to lockdown locations; set language and vocabulary; introduction to eco-friendly production practices;
- Develop and implement mentoring and post-program guidance, support and counseling;
- Work and consult with the following unions, association and groups: Local 600, Local 476, Local 769, the Association for Independent Commercial Producers (AICP), Independent Film Alliance Chicago (IFA) to implement curriculum and manage training schedules;
- Work with City Colleges of Chicago on outreach and marketing efforts to their students;
- Provide kits to trainees (PA kit, G/E kit, etc.);
- Pay trainee stipends;
- Assist trainees in obtaining union membership;
- Work with networks/studios to place trainees on working productions as interns during training;
- Work with networks/studios to place trainees for on-site training;
- Coordinate with camera rental houses to implement curriculum and manage training schedules with use of their facility and equipment;
- Coordinate with production company partners to implement curriculum and manage training schedules;
- Coordinate with post-production company partners to implement curriculum and manage training schedules;
- Coordinate with partners to implement curriculum and manage training schedules;
- Coordinate with partners to implement their curriculum and utilize their facilities and equipment for on-site training;
- Procure external mentor who will supervise and help trainee throughout entire program;
- Procure and provide the necessary textbooks and/or reading materials to trainees;
- Work with unions and stages to maintain training schedules;
- Conduct marketing and outreach;
- Procure virtual learning platforms for virtual and/or hybrid learning;
- Work with unions to facilitate job counseling with the intent towards job placement;
- Procure equipment needed for training all positions
- Coordinate with production and post-production partners to conduct site visits to their facilities;
- Work with post-production partners to procure software licenses (i.e. audio, ProTools, AVID, etc.);
- Work with post-production partners to procure hardware (i.e. laptops, audio, external hard drives, stylus, etc.);

- Work with post-production partners to coordinate training schedules as schedules will vary according to role (i.e. editorial vs. VFX);
- Work with production, post-production partners and Cinespace to schedule trainees' visit to Cinespace;
- Work with Local 600 to implement their Path to Employment Program for Digital Utility and Loader positions;
- Work with DCASE/Chicago Film Office to determine which productions are filming in the 4th Quarter;
- Work with AICP to incorporate their "Double the Line" initiative;
- Commitment to increasing diversity, equity and inclusion in the film/TV industry;
- Establish expectations for each role (long 12 to 16 hour days, often starting early in the morning; physical labor, on you feet; outdoor work in all weather if production role; freelance work – working day-to-day and project-to-project; pay rates, etc.).
- Meet with DCASE representatives to provide briefings and updates of program services on a monthly basis;
- Work with trade unions, partner production and post-production companies to assess trainee's skills upon graduating from program.

D. BREAKDOWN OF ROLES

The selected respondent will work with DCASE and partner companies and organizations to train the following number of roles:

- Ten (10) Production Assistants (PAs)
- Seven (7) IATSE Local 476
 - 1 Grip
 - 1 Electric
 - 1 Props
 - 1 Set Decorator
 - 1 Carpenter
 - 1 Hair Stylist
 - 1 Make-up
- One (1) IATSE Local 769
 - 1 Wardrobe/Costume
- Two (2) IATSE Local 600
 - 1 Digital Utility Technician (DUT)
 - 1 Loader
- Five (5) Post-production
 - 3 Audio
 - 1 Editorial
 - 1 VFX/motion graphics

E. REVIEW PROCESS FOR SELECTION OF TRAINEES

- The selected respondent will screen applications for eligibility based on the criteria outlined below.
- Interview and select final applicants for training program from eligible applicant pool that considers priorities outlined below.
- Hold information sessions both virtually and in-person to interested applicants.
- In addition to skills assessment, life experiences and educational background will be taken into consideration.

F. ELIGIBILITY CRITERIA FOR TRAINEES

In order to apply, trainees must meet the following core criteria:

- Criteria: Trainee must reside in an underserved area of Chicago.

Verification method: Copy of driver's license, utility bill or apartment lease that proves residency in an underserved area according to census tract data.

Verification method: Review response to demographic questions about race/ethnicity.

- Criteria: Trainee must have a valid driver's license and have access to a vehicle.

Verification method: Copy of driver's license and copy of car insurance policy.

- Criteria - if trainee is applying to PA training program:
 - Highschool diploma
 - Previous experience in media-making
 - Basic computer literacy
 - Communication skills
 - Ability to lift 30lbs
- Criteria - if trainee is applying to Hair/Make-up training program:
 - Cosmetology license
 - Barber license
 - Previous Make-up or Hair Salon experience
 - Communication skills
- Criteria - if trainee is applying to Grip/Electric training program:
 - Previous experience with film production training
 - Previous set experience
 - Previous employment in rental facilities
 - Communication skills
- Criteria - if trainee is applying to Art Department training program (props, set decorator, and carpentry/construction):
 - Previous construction experience
 - Previous training in production
 - Previous art education
 - Communications skills

- Criteria - if trainee is applying to Wardrobe and Costumes training program:
 - Previous film or theatre production training program
 - Fashion industry experience
 - Seamstress experience
 - Communication skills
- Criteria - if trainee is applying to Camera training program (Digital Utility or Loader):
 - Previous camera experience in an academic or non-profit setting
 - Previous experience in a camera rental house
 - Computer literacy
 - Communication skills
- Criteria - if trainee is applying to Post-production training program (editorial, VFX, motion graphics, audio, etc.):
 - Computer literacy
 - Communication skills
 - Experience with non-linear digital editing
 - Experience in sound mixing software (i.e. GarageBand)
- Legally eligible to work in the U.S.
- Available to attending training 8 weeks in 4th quarter 2021
- Able to make a 2-year commitment to working in the industry
- Available after graduation to work freelance, on-call 12/14+ hours per day in film/TV production

Individuals are not eligible for this program if they have more than 2 years paid media, radio, print, production, post-production, or theater experience.

G. TIMELINE & STRUCTURE OF PROGRAM

- Application opens by the 4th Quarter of 2021 on approximately 9/01/21
- Application opens for 4 weeks
- 1 week for eligibility check
- 2 weeks of classroom, workshop or lab learning
- 6 weeks of on-site learning either on live set or in post-production facilities
- 20 hours per week with a total of 160 hours of training accumulated by end of program

H. APPLICATION

The selected respondent will prepare an online application asking program applicants to provide information which expands on the following:

General Information

- Name and Address

- Date of Birth
- Applicant's ward
- Applicant's neighborhood/community area
- Which training program are you applying for

Narrative Information

- Career goals and/or professional interests
- Any previous experience and/or training

Attachments

- Copy of driver's license
- Signed W-9

I. FINAL REPORT

The selected organization will be required to complete a final report ("Final Report") which will be due to the City on a mutually agreed upon date. The form for the Final Report will be available by December 31, 2021 and the registered contacts for the selected respondent will receive an e-mail notification of the form of Final Report's availability.

The Final Report shall include:

- Assessment of each participants' training and readiness to work on live sets
- Successful placement on production post-training (i.e. rate of hire as staff/crew members?)
- Method and standards of metrics for assessment of participants' training (i.e. rubric, test and/or questionnaire, essay questions, exit interviews, etc.?)
- Certification document upon completing the training program
- Evaluation on partner organizations and companies providing on-site training
- Evaluation from partner organizations and companies to ascertain feedback on improving training program
- Demographic information for each participant
- Competency assessment of hard skills
- Knowledge assessment of soft skills

J. GRANT FUNDS

The selected respondent shall be authorized to enter into a Grant Agreement with DCASE for the services to be provided in the amount of \$250,000.00.

H. CONTRACT TERM

The contract term for the Grant Agreement shall be for 1 (one) year.

FILM & TV WORKFORCE TRAINING PROGRAM REQUIRED CONTENT OF THE PROPOSAL

A. Cover Letter

Respondent(s) must submit a cover letter signed by an authorized representative of the entity committing Respondent to provide the Services as described in this RFP in accordance with the terms and conditions of any contract awarded pursuant to the RFP process. The cover letter must:

- (i) Outline the number of years the entity has been in business, and provide an overview of the experience and background of the entity and its key personnel committed to this project and list each management function it is proposing to perform.
- (ii) Identify the legal name of the entity, its headquarters address, its principal place of business, its legal form (i.e., corporation, joint venture, limited partnership, etc.), and the names of its principals or partners and authority to do business in Illinois.
- (iii) Indicate the name and telephone number(s) of the principal contact for oral presentation, or negotiations.
- (iv) Acknowledge receipt of Addendum, if any, issued by the City.

B. Executive Summary

Respondent must provide an executive summary which explains its understanding of the City's intent and objectives and how their Proposal would achieve those objectives. The summary must discuss Respondent's plan for implementing the film & TV workforce training services and any additional factors for the City's consideration.

C. Professional Qualifications and Specialized Experience of Respondent and Team Members Committed to this Project

If Respondent proposes that major portions of the work will be performed by different team members (joint venture partners, subcontractors, etc.), Respondent must provide the required information as described below for each such team member.

(i) Company Profile Information (See Form in Exhibit 1).

Identify participants in Respondent's "Team." For example if Respondent is a business entity that is comprised of more than one legal participant (e.g., Respondent is a general partnership, joint venture, etc.), then Respondent must identify or cause to be identified all participants involved, their respective ownership percentages, and summarize the role, degree of involvement, and experience of each participant separately.

If Respondent has a prime respondent / subcontractor relationship instead, this information regarding role, involvement and experience is also required for any subcontractor that is proposed to provide a significant portion of the work.

Provide a chronological history of all mergers and / or acquisitions involving the Respondent team members, including all present and former subsidiaries or divisions and any material restructuring activities, if applicable. Include any such forthcoming actions, if such disclosure has already been made generally available to the public and is permitted by law.

If Respondent is a joint venture or partnership, attach a copy of the joint venture or partnership agreement signed by an authorized officer of each partner. Each partner must execute:

- (a) Separate Economic Disclosure Statement and Affidavit (“EDS”) completed by each partner and one in the name of the joint venture or partnership as shown in Exhibit 3.
- (b) Insurance certificate in the name of the joint venture or partner business entity.

(ii) Company Reference / Client Profile Information (See Form in Exhibit 2)

Respondent must provide at least one (and two additional if available) client references for the services substantially similar to those in the Scope of Services of this RFP preferably from municipalities of which, the one (and up to 3) reference(s) must be of similar scope and magnitude as described in this RFP. Experience will not be considered unless complete reference data is provided. At a minimum, the following information must be included for each client reference:

- Client name, address, contact person name, telephone and fax number.
- Description of equipment and Services provided similar to the Services outlined above.
- The date when the Service was implemented.
- The location of the Services.
- Nature and extent of Respondent’s involvement as the prime respondent (also indicate area of secondary responsibility, if applicable)
- Identify equipment and Services, if any, subcontracted, and to what other company.
- Nature and extent of Respondent’s involvement as the prime respondent (also indicate areas of secondary responsibility, if applicable).
- Contract term (Start and End date, or indicate if currently providing services)
- The total dollar value of the Services.

All client reference information must be supported and verified. Reference contacts must be aware that they are being used and agreeable to City interview for follow-up.

The City may solicit from previous clients, including the City of Chicago, or any available sources, relevant information concerning Respondent’s record of past performance.

(iii) Capacity to Perform City Project

Describe how any uncompleted projects and/or contractual commitments to other clients will affect your ability to deliver services, capacity to perform within City's timeline and affect dedicated resources committed to the City's project. Respondent should provide a summary of current and future projects and commitments and include project completion dates. Identify what percentage of the services will be performed utilizing your own workforce, equipment and facilities. What percentage of the work will be subcontracted?

(iv) Business License/Authority to do Business in Illinois

Respondent must provide copies of appropriate licenses or certifications required of any individual or entity generally performing the services described in this RFP in the City of Chicago, County of Cook and State of Illinois, for itself, its partners and its subcontractors, including evidence that Respondent is authorized by the Secretary of State to do business in the State of Illinois. Provide copies with the Proposal submission.

These requirements will vary depending upon the circumstances of each Respondent. See the Department of Business Affairs and Consumer Protection (BACP) website for additional information:
www.cityofchicago.org/businessAffairs.

If required by law, Respondents are required to have an Illinois Business License. See the State of Illinois, Department of Business Services website for additional information: www.cyberdriveillinois.com (<http://www.cyberdriveillinois.com/>).

Additionally, visit the State of Illinois' Division of Professional Regulation for information regarding the State of Illinois' Professional Certifications:
<http://www.idfpr.com>.

D. Professional Qualifications and Experience of Key Personnel who will be dedicated to the services described in this RFP.

For each person identified, describe the following information:

- (i) Respondent must provide a summary of the personnel who will be dedicated to the Services as proposed.
- (ii) Respondent must indicate each person's areas of expertise and which person will have prime responsibility for various tasks or aspects of the services.
- (iii) Respondent must submit resumes or corporate personnel profiles with past experience for each of the key personnel, including a description of their roles and responsibilities on recent projects of similar type, scope, and magnitude relating to the Scope of Services as described in this RFP.

E. Project Management / Implementation Plan

Respondent must provide a detailed summary of the company's plan for implementing and delivering the services requirements as outlined in the Scope of Services, that includes at least the following:

(i) Approach to Implementing Services

Describe your policies and procedures for implementing projects, quality control/checks, project management, response time, program support & reporting/recommendation services, including your approach to overcoming obstacles, if any, and troubleshooting to resolve problems.

(ii) Organization Chart

Respondent should provide an organization chart identifying and showing the relationships between the Respondent, subcontractors, manufacturers and suppliers. The generic titles and responsibilities of key personnel to be assigned to this project by the Respondent and by any key subcontractor, vendor or supplier must be identified.

The plan must include an organization chart which clearly illustrates the team structure comprising all firms (joint venture partners, if any, subcontractors); their relationship in terms of proposed equipment and Services and key personnel involved and the following information:

A chart which identifies not only the proposed organizational structure, but also key personnel by name and title. Staffing levels of each organizational unit should be estimated. The specific role of each of the firms in a team or joint venture for each task/work activity must be described.

(iii) Dedicated Resources

Describe existing inventory, software, personnel, applicable technologies, equipment and other resources available for implementing the Services; providing in detail, whether resources are proprietary or outsourced.

Provide an assessment of staffing needs for each major activity area by job title and function. The assessment should include full-time equivalents for professional staff and supervisors committed to the DCASE Project including team structure, numbers and team management plans to achieve requirements for transition, implementation and services.

Submit resumes for key personnel that will be committed to this engagement. Correlate team members to the tasks they will be performing during implementation/transition and on-going operations. Along with each resume, Respondent should identify each primary team member working on staff with Respondent, as well as those working in a subcontracting capacity. For each proposed key personnel, describe previous related experience and provide references including: name, address, and telephone number of contact person, and brief description of work history. The City reserves the right to conduct background checks on any personnel within the scope of this engagement.

G. Economic Disclosure Statement and Affidavit (“EDS”)

Respondent must submit a completed and executed Economic Disclosure Statement and Affidavit and the Appendix A. **See City of Chicago Online EDS Instructions Exhibit 3.** If Respondent is a business entity other than a corporation, then each member, partner, etc., of Respondent must complete an EDS as applicable, per instructions on the EDS form. In

addition, any entity that has an interest in Respondent or in one or more of its members, partners, etc., and is required pursuant to the Municipal Purchasing Act for Cities of 500,000 or More Population (65 ILCS 5/8-10-8.5) or Chapter 2-154 of the Municipal Code of Chicago to provide a disclosure must submit a completed and executed EDS as an “entity holding an interest in an Applicant” as described in the EDS. **All affidavits must be notarized.**

Subcontractors may be asked, at the City’s discretion, to provide an EDS during the evaluation process.

H. Legal Actions

Respondent must provide a listing and a brief description of all material legal actions, together with any fines and penalties, for the past 5 years in which (i) Respondent or any division, subsidiary or parent entity of Respondent, or (ii) any member, partner, etc., of Respondent if Respondent is a business entity other than a corporation, has been:

- (i) A debtor in bankruptcy; or
- (ii) A plaintiff or defendant in a legal action for deficient performance under a contract or violation of a statute or related to service reliability; or
- (iii) A respondent in an administrative action for deficient performance on a project or in violation of a statute or related to service reliability; or
- (iv) A defendant in any criminal action; or
- (v) A named insured of an insurance policy for which the insured has paid a claim related to deficient performance under a contract or in violation of a statute or related to service reliability; or
- (vi) A principal of a bond for which a surety has provided contract performance or compensation to an obligee of the bond due to deficient performance under a contract or in violation of a statute or related to service reliability; or
- (vii) A defendant or respondent in a governmental inquiry or action regarding accuracy of preparation of financial statements or disclosure documents. The City reserves the right to request similar legal action information from Respondent’s team members during the evaluation process.

I. Insurance

Prior to contract award, the selected Respondent will be required to submit evidence of insurance in the amounts specified in the attached Exhibit 4.

FILM & TV WORKFORCE TRAINING PROGRAM GENERAL INFORMATION AND GUIDELINES

Communications between the City of Chicago and Respondents

A. Submission of Questions or Requests for Clarifications

Respondents must communicate only with the Department of Cultural Affairs and Special Events. All questions or requests for clarification must be in writing, sent by email to joshua.schwimer@cityofchicago.org, and directed to the attention of JT Schwimer, Department of Cultural Affairs and Special Events, Room 400 of Chicago Cultural Center and must be received no later than September 08, 2021 at 4:00 p.m. Central Standard Time. Respondents are encouraged, but not required, to submit questions 1 week prior to the scheduled Pre-Proposal Conference. No telephone calls will be accepted unless the questions are general in nature.

B. Pre-Proposal Conference

The City will hold a virtual Pre-Proposal Conference online via Microsoft Teams, at 2:00 p.m. Central Standard Time on August 27, 2021. All parties interested in submitting a proposal in response to this RFP are urged to attend in person. In order to attend the virtual Pre-Proposal Conference, interested parties must request the meeting access information by contacting JT Schwimer at joshua.schwimer@cityofchicago.org. The City will answer questions and clarify the terms of the RFP at the Pre-Proposal Conference. The City may respond both to questions raised on the day of the conference and to questions emailed or mailed prior to the deadline for receipt of questions per Section A.

Deadline and Procedures for Submitting Proposals

A. To be assured of consideration, Proposals must be received by the City of Chicago, Department of Cultural Affairs and Special Events (Room 400, Chicago Cultural Center) no later than 3:00 p.m. Central Standard Time on September 22, 2021.

B. The City may, but is not required to accept Proposals that are not received by the date and time set forth in Section 3.2.A above. Only the Commissioner is empowered to determine whether to accept or return late Proposals. No additional or missing documents will be accepted after the due date and time, except as may be requested by the Commissioner.

Failure by a messenger delivery service or printing service to meet the deadline will not excuse the Respondent from the deadline requirement. Hand-carried Proposals must be presented to the receptionist located in Room 400, Chicago Cultural Center. The time of the receipt of all Proposals to this RFP will be determined solely by the clock located in Room 400, Chicago Cultural Center. It is Respondent's sole responsibility to ensure that the Proposal is received as required.

- C. Proposals must be delivered to the following address:

Mark Kelly, Commissioner
City of Chicago
Department of Cultural Affairs and Special Events
Room 400, Chicago Cultural Center
78 East Washington Street
Chicago, Illinois 60602
Attention: JT Schwimer

- D. Respondent must submit 1 hardcopy original and 5 duplicate hardcopies of the Proposal. The original documents must be clearly marked as “ORIGINAL”, and must bear the original signature of an authorized corporate agent on all documents requiring a signature. Respondent must enclose all documents in sealed envelopes or boxes.
- E. The outside of each sealed envelope or package must be labeled as follows:

Proposal Enclosed
Request for Proposals (RFP) for:
Film & TV Workforce Training Service Provider
Specification No.: 106023
Due: 3:00 p.m., September 22, 2021
Submitted by: (Name of Respondent)
Package ____ of ____

EXHIBIT 1
COMPANY PROFILE INFORMATION

Submit a completed company profile information sheet for prime, each joint venture partner and subcontractor(s), as applicable.

- (1) Legal Name of Firm: _____
- (2) Doing Business under Other Company Name?
If yes, Name of Company: _____
- (3) Headquarters Address: _____
- (4) City, State, Zip Code: _____
- (5) Web Site Address: _____
- (6) Proposed Role: ☐ Prime ☐ Subcontractor/Subconsultant ☐ Joint Venture Partner
 ☐ Supplier or ☐ Other: _____
- (7) Number of Years in Business: _____
- (8) Total Number of Employees: _____
- (9) Total Annual Revenues separated by last 3 full fiscal years: _____
- (10) Major Products and/or Services Offered:

- (11) Other Products and/or Services: _____

- (12) Briefly describe your firm's approach to providing film & TV workforce training services for a client:

- (13) Briefly describe your firm's demonstrated experience in providing film & TV workforce training services for clients:

EXHIBIT 2
COMPANY REFERENCES/CLIENT PROFILE INFORMATION

Submit a completed client profile information sheet for each company reference. Provide a minimum of three (3) references.

- (1) Client Name: _____
- (2) Address: _____
- (3) City, State, Zip Code: _____
- (4) Project Manager: _____
- (5) Telephone Number: _____
- (6) E-mail: _____
- (7) Number of Employees in Client Organization: _____
- (8) Project Scope of Services/Goals: _____

- (9) Contract Award Date: _____ Cutover Date: _____
- (10) Initial Contract Amount: \$_____ Final Contract Amount: \$_____
- (11) Describe how the film & TV workforce training services goals were met. What was the outcome of the services? Attach additional pages, as necessary.

- (12) Discuss significant obstacles to implementation and how those obstacles were overcome:

- (13) Is the client still utilizing your company as a service provider for providing film & TV workforce training services?

- (14) What was the fee structure of the contract? _____

EXHIBIT 3
CITY OF CHICAGO ONLINE ECONOMIC DISCLOSURE STATEMENT INSTRUCTIONS

WHEN SUBMITTING YOUR RESPONSE TO THIS REQUEST FOR PROPOSAL (RFP), THE RESPONDENT(S) SHALL SUBMIT 2 DOCUMENTS: 1) A “**CERTIFICATE OF FILING**” EVIDENCING COMPLETION OF YOUR ONLINE EDS AND 2) AN EXECUTED **ATTACHMENT A, ONLINE EDS ACKNOWLEDGEMENT** SIGNED BY AN AUTHORIZED OFFICER BEFORE A NOTARY.

1. ONLINE EDS FILING

1.1. ONLINE EDS FILING REQUIRED PRIOR TO RESPONSE DUE DATE

The Respondent shall complete an online EDS prior to the response due date. A Respondent who does not file an electronic EDS prior to the response due date may be found non-responsive and its response rejected. If you are unable to complete the online EDS and print a Certificate of Filing prior to the response due date, the City will accept a paper EDS provided written justification is provided explaining your good faith efforts to complete it before the response due date and the reasons why it could not be completed.

NOTE: ALWAYS SELECT THE “CONTRACT” (NOT UPDATE) BOX WHEN COMPLETING AN ONLINE EDS TO ENSURE A NEW CONTRACT SPECIFIC ONLINE EDS IS CREATED RELATED TO THE SOLICITATION DOCUMENT. CLICKING THE UPDATE BOX ONLY UPDATES PREVIOUS EDS INFORMATION.

1.2. ONLINE EDS WEB LINK

The web link for the Online EDS is <https://webapps.cityofchicago.org/EDSWeb>

1.3. ONLINE EDS NUMBER

Upon completion of the online EDS submission process, the Respondent will be provided an EDS number. Respondent should record this number here:

EDS Number: _____

1.4. ONLINE EDS CERTIFICATION OF FILING AND ATTACHMENT A, ONLINE EDS ACKNOWLEDGEMENT

Upon completion of the online submission process, the Respondent will be able to print a hard copy Certificate of Filing. The Respondent should submit the signed Certificate of Filing and Attachment A, Online EDS Acknowledgement form with its response. Please provide your Certification of Filing and Attachment A, Online EDS Acknowledgement with your Proposal (see Section 4.2.I). A Respondent who does not include a signed Certificate of Filing and/or Attachment A, Online EDS Acknowledgement form with its response must provide it upon the request of the Commissioner.

1.5. PREPARATION CHECKLIST FOR REGISTRATION

To expedite and ease your registration process, we recommend that you collect the following information prior to registering for an Online EDS user account:

	1. Invitation number, if you were provided an invitation number.
	2. EDS document from previous years, if available.
	3. Email address to correspond with the Online EDS system.
	4. Company Information:
	a. Legal Name
	b. FEIN/SSN

	c. City of Chicago Vendor Number, if available.
	d. Address and phone number information that you would like to appear on your EDS documents.
	e. EDS Captain. Check for an EDS Captain in your company - this maybe the person that usually submits EDS for your company, or the first person that registers for your company.

1.6. PREPARATION CHECKLIST FOR EDS SUBMISSION

To expedite and ease your EDS submission, we recommend that you collect the following information prior to updating your EDS information online.

Items #1 through #7 are needed for both EDS information updates and contract related EDS documents:

- _____ 1. Invitation number, if you were provided with an invitation number.
- _____ 2. Site address that is specific to this EDS.
- _____ 3. Contact that is responsible for this EDS.
- _____ 4. EDS document from previous years, if available.
- _____ 5. Ownership structure, and if applicable, owners' company information:
 - _____ a. % of ownership
 - _____ b. Legal Name
 - _____ c. FEIN/SSN
 - _____ d. City of Chicago Vendor Number, if available.
 - _____ e. Address
- _____ 6. List of Commissioners, officers, titleholders, etc. (if applicable).
- _____ 7. For partnerships/LLC/LLP/Joint ventures, etc.:
 - _____ a. List of controlling parties (if applicable).

Items #8 and #9 are needed ONLY for contract related EDS documents:

- _____ 8. Contract related information (if applicable):
 - _____ a. City of Chicago contract package
 - _____ b. Cover page of City of Chicago bid/solicitation package
 - _____ c. If EDS is related to a mod, then cover page of your current contract with the City.
- _____ 9. List of subcontractors and retained parties:
 - _____ a. Name
 - _____ b. Address
 - _____ c. Fees – Estimated or paid

1.7. EDS FREQUENTLY ASKED QUESTIONS

Q: Where do I file?

A: The web link for the Online EDS is <https://webapps.cityofchicago.org/EDSWeb>

Q: How do I get help?

A: If there is a question mark on a page or next to a field, click on the question mark for help filling out the page or field. You may also consult the User Manual and the Training Videos available on the left menu.

Q: Why do I have to submit an EDS?

A: The Economic Disclosure Statement (EDS) is required of applicants making an application to the City for action requiring City Council, City department or other City agency approval. For example, all bidders seeking a City contract are required to submit an EDS. Through the EDS, applicants make disclosures required by State law and City ordinances and certify compliance with various laws and ordinances. An EDS is also required of certain parties related to the applicant, such as owners and controlling parties.

Q: Who is the Applicant?

A: "Applicant" means any entity or person making an application to the City for action requiring City Council or other City agency approval. The applicant does not include owners and parent companies.

Q: Who is the Disclosing Party?

A: "Disclosing Party" means any entity or person submitting an EDS. This includes owners and parent companies.

Q: What is an entity or legal entity?

A: "Entity" or "Legal Entity" means a legal entity (for example, a corporation, partnership, joint venture, limited liability company or trust).

Q: What is a person for purposes of the EDS?

A: "Person" means a human being.

Q: Who must submit an EDS?

A: An EDS must be submitted in any of the following three circumstances:

Applicants:	An Applicant must always file this EDS. If the Applicant is a legal entity, state the full name of that legal entity. If the Applicant is a person acting on his/her own behalf, state his/her name.
Entities holding an interest:	Whenever a legal entity has a beneficial interest (E. G. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.
Controlling entities:	Whenever a Disclosing Party is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture that has a general partner, managing member, manager or other entity that can control the day-to-day management of the Disclosing Party, that entity must also file an EDS on its own behalf. Each entity with a beneficial interest of more than 7.5% in the controlling entity must also file an EDS on its own behalf.

Q: What information is needed to submit an EDS?

A: The information contained in the Preparation Checklist for EDS submission.

Q: I don't have a user ID & password. Can I still submit an Online EDS?

A: No. You must register and create a user ID and password before submitting an Online EDS.

Q: What information is needed to request a user ID & password for Online EDS?

A: The information contained in the Preparation Checklist for Registration is needed to request a login for the Online EDS.

Q: I already have a username and password from another City web site (City Web Portal, Department of Construction and Permits, Department of Consumer Services, etc.). Can I log-in the Online EDS with that account?

A: Usually not. The Online EDS uses a user ID and password system that is shared by the Public Vehicle Advertising and Water Payment web sites. You may use a username and password from those sites by answering "Yes" to "Is this an existing City of Chicago user ID?" when registering. Other usernames and passwords will not be automatically recognized. However, you may choose to create an identical username for the Online EDS if it is not already taken.

Q: I don't have an email address. How do I submit an Online EDS?

A: You cannot get an account to submit an online EDS without an email address. If you need an e-mail address, we suggest that you use a free internet email provider such as www.hotmail.com or www.yahoo.com or mail.google.com to open an account. The City does not endorse any particular free internet email provider. Public computers are available at all Chicago Public Library branches.

Q: I forgot my user ID. Can I register again?

A: No. If you are the EDS Captain of your organization, please contact the Department of Procurement Services at 312-744-4900. If you are an EDS team member, contact your EDS Captain, who can look up your user ID.

Q: Who is the EDS Captain?

A: The EDS Captain is a person who performs certain administrative functions for an organization which files an EDS. Each organization registered with the Online EDS has at least one EDS Captain. There may be co-captains, who are all equal. EDS Captains approve new users, change contact information for an organization, and de-active accounts of employees who have left the organization. Please see the User Manual for more information.

Q: Why do we need EDS Captains?

A: The Online EDS is designed to be a self-service web application which allows those doing or seeking to do business with the City to perform as many routine functions as possible without City intervention. Because many organizations have multiple staff filing an EDS, the EDS Captain role allows those organizations to self-manage the contact information and users.

Q: Who is the EDS team?

A: The EDS team for an organization is everyone who is registered to file an EDS on behalf of the organization.

Q: I forgot my password. What should I do?

A: To retrieve a temporary password, click the "Forgot your password?" link on the login page. Enter your user ID that you provided when you registered your account. The system will automatically generate a temporary password and send it to you. When you log-in with your temporary password, you will be asked to create a new password.

Q: How do I complete an Online EDS?

A: Click on "Create New" after logging in. The Online EDS system will walk you through the EDS questions. Please see the User Manual for details.

Q: How do I fill out a Disclosure of Retained Parties?

A: There is no longer a separate Disclosure of Retained Parties filing. After logging in, click on "Create New". Answer (click) "Contract" to "Is this EDS for a contract or an EDS information update?" Click "Fill out EDS", and click on the "Retained Parties" tab. When finished, click on "Ready to Submit."

Q: How do I attach documents?

A: Attachments are discouraged. If at all possible, please provide a concise explanation in the space provided in the online form. Attachments with pages of officers are not acceptable. Names of officers must be typed into the system. If you must provide an attachment for another reason, please send it to your City of Chicago contact (contract administrator or negotiator for procurements) and they will attach it for you. Documents can be sent in PDF (preferred), Word, or paper format.

Q: Who can complete an Economic Disclosure Statement online?

A: Any authorized representative of your business with a user ID and password can complete your EDS online. One person, such as an assistant, can fill in the information and save it, and another person can review and electronically sign the Online EDS.

Q: What are the benefits of filing my Economic Disclosure statement electronically?

A: Filing electronically reduces the chance of filing an incomplete EDS and speeds up the processing of contract awards. A certificate of filing can be printed at the completion of the process and inserted into your bid package. The biggest benefit for those who frequently do business with the City is that after the first EDS, each EDS is much easier to fill out because non-contract specific information is pre-filled from the last submitted EDS.

Q: Will my information be secure?

A: Yes. When making your internet connection to our Web Server, you will connect through a Secure Socket Layer (SSL for short) to the "Online EDS" login page. All information you type will be protected using strong encryption. Within the login page, you will provide us with a user ID, password, and secret question for user authentication. Only you will have knowledge of this unique identification information.

Q: I am filing electronically. How do I sign my EDS?

A: Once you have completed the EDS, you will be prompted to enter your password and answer to your secret question. Together, these will serve as your electronic signature. Although you will also print and physically sign an EDS certification of filing as a notice that your EDS was filed, your EDS is complete as a legal document with only the electronic filing.

Q: My address has changed. How can I update my information?

A: You must be an EDS Captain for your organization to update this. Log-in and click on "Vendor Admin, Site Administration." Select the appropriate site and click edit.

Q: I have more questions. How can I contact the Department of Procurement Services?

A: Please contact the contract administrator or negotiator assigned to your solicitation or contract. You may call DPS at 312-744-4900 between 8:30 AM and 5:00 PM Central Time.

Q: Can I save a partially complete EDS?

A: Yes. Click "Save". To avoid data loss, we recommend you save your work periodically while filling out your EDS.

Q: Do I have to re-type my information each time I submit an EDS?

A: No. The system will remember non-contract specific information from your last submitted EDS for one year. This information will be filled-in for you in your new EDS. You will have an opportunity to correct it if it has changed since your last filing. When you submit your new EDS, the information is saved and the one-year clock begins running anew.

Q: What are the system requirements to use the Online EDS?

A: The following are minimum requirements to use the Online EDS:

- A PDF viewer such as Adobe Reader is installed and your web browser is configured to display PDFs automatically. You may download and install Adobe Reader free at www.adobe.com/products/reader/
- Your web browser is set to permit running of JavaScript.
- Your web browser allows cookies to be set for this site. Please note that while we use cookies in the Online EDS, we do not use them to track personally identifiable information, so your privacy is maintained.
- Your monitor resolution is set to a minimum of 1024 x 768.
- While not required to submit an EDS, if you wish to view the training videos, you must have Adobe Flash Plugin version 9 or higher, speakers, and sound. Please note that very old computers may not be able to run Adobe Flash and will not be able to play the training videos. In that case, we encourage you to seek help using the Online EDS Manuals. You may download and install Adobe Flash Plugin free at <http://get.adobe.com/flashplayer>

The Online EDS has been tested on Internet Explorer 6.0 and 7.0 and Firefox 2.0 and 3.0 on Windows XP and Mac OS X. Although it should work on other browsers and operating systems, the City of Chicago cannot guarantee compatibility.

**ATTACHMENT A
ONLINE EDS ACKNOWLEDGEMENT**

The undersigned, hereby acknowledges having received Specification No. 023117 containing a full set of RFP Documents, including, Addenda Numbers (none unless indicated here) _____, and affirms that the Respondent shall be bound by all the terms and conditions contained in the RFP Documents, regardless of whether a complete set thereof is attached to this response.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line, (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line, and (3) further warrants that, as of the date of submission of this response, there have been no changes in circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other respondent or prospective respondent or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among respondents and has not disclosed to any person, firm or corporation the terms of this proposal or the price named herein.

COMPANY NAME: _____
(Print or Type)

AUTHORIZED OFFICER SIGNATURE: _____

TITLE OF SIGNATORY: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

State of _____ (Affix Corporate Seal)

County of _____

This instrument was acknowledged before me on this ____ day of _____, 20__ by _____ as President (or other authorized officer) and _____ as Secretary of _____ (Company Name)

Notary Public Signature: _____ (Seal)

EXHIBIT 4
CONTRACT INSURANCE REQUIREMENTS AND INSURANCE CERTIFICATE

Film & TV Workforce Training Service Provider

A. INSURANCE REQUIRED

- 1) Workers Compensation and Employers Liability (Primary and Umbrella)
Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$1,000,000 each accident; \$1,000,000 disease-policy limit; and \$1,000,000 disease each employee, or the full per occurrence limits of the policy, whichever is greater.

Consultant may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

- 2) Commercial General Liability (Primary and Umbrella)
Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City and other entities as required by City must be provided additional insured status with respect to liability arising out of Consultant's work, services or operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Consultant's acts or omissions, whether such liability is attributable to the Consultant or to the City on an additional insured endorsement form acceptable to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Consultant's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Consultant may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work, services, or operations to be performed, Automobile Liability Insurance must be maintained by the Consultant with limits of not less than \$1,000,000 per occurrence or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. The City is to be added as an additional insureds on a primary, non-contributory basis.

Consultant may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

4) Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$2,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Consultant may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections A.1, A.2, A.3 and A.4 herein.

5) Professional Liability

When any professional consultants perform work, services, or operations in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of Two (2) years.

B. Additional Requirements

Evidence of Insurance. Consultant must furnish the City, Chicago Department of Procurement Services, 121 N. LaSalle Street, Room 806, Chicago, IL 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate,

endorsement or other insurance evidence from Consultant, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Consultant must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Consultant for liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of the Consultant to comply with required coverage and terms and conditions outlined herein will not limit Consultant's liability or responsibility nor does it relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Consultant must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant.

Waiver of Subrogation. Consultant hereby waives its rights and its insurer(s)' rights of and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Agreement. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Consultant's insurer(s).

Consultants Insurance Primary. All insurance required of Consultant under this Agreement shall be endorsed to state that Consultant's insurance policy is primary and not contributory with any insurance carrier by the City.

No Limitation as to Consultant's Liabilities. The coverages and limits furnished by Consultant in no way limit the Consultant's liabilities and responsibilities specified within the Agreement or by law.

No Contribution by City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Consultant under this Agreement.

Insurance not Limited by Indemnification. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

Insurance and Limits Maintained. If Consultant maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled the higher limits and/or broader coverage maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Joint Venture or Limited Liability Company. If Consultant is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Other Insurance obtained by Consultant. If Consultant desires additional coverages, the Consultant will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Consultant shall name the Subcontractor(s) as a named insured(s) under Consultant's insurance or Consultant will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Consultant. Consultant shall determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Consultant is responsible for ensuring that each Subcontractor has named the City as an additional insured where required on an additional insured endorsement form acceptable to the City. Consultant is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Consultant must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Consultant's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Agreement to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.

Compliance with Laws, Statutes, Ordinances and Executive Orders

Grant awards will not be final until the City and the respondent have fully negotiated and executed a grant agreement. All payments under grant agreements are subject to annual appropriation and availability of funds. The City assumes no liability for costs incurred in responding to this RFP or for costs incurred by the respondent in anticipation of a grant agreement. As a condition of a grant award, respondents must comply with the following and with each provision of the grant agreement:

1. Conflict of Interest Clause: No member of the governing body of the City of Chicago or other unit of government and no other officer, employee, or agent of the City of Chicago or other government unit who exercises any functions or responsibilities in connection with the carrying out of the project shall have any personal interest, direct or indirect, in the grant agreement.

The respondent covenants that he/she presently has no interest, and shall not acquire any interest, direct, or indirect, in the project to which the grant agreement pertains which would conflict in any manner or degree with the performance of his/her work hereunder. The respondent further covenants that in the performance of the grant agreement no person having any such interest shall be employed.

2. Governmental Ethics Ordinance, Chapter 2-156: All respondents agree to comply with the Governmental Ethics Ordinance, Chapter 2-156 which includes the following provisions: a) a representation by the respondent that he/she has not procured the grant agreement in violation of this order; and b) a provision that any grant agreement which the respondent has negotiated, entered into, or performed in violation of any of the provisions of this Ordinance shall be voidable by the City.
3. Selected respondents shall establish procedures and policies to promote a Drug-free Workplace. The selected respondent shall notify employees of its policy for maintaining a drug-free workplace, and the penalties that may be imposed for drug abuse violations occurring in the workplace. The selected respondent shall notify the City if any of its employees are convicted of a criminal offense in the workplace no later than ten days after such conviction.
4. Business Relationships with Elected Officials - Pursuant to Section 2-156-030(b) of the Municipal Code of Chicago, as amended (the "**Municipal Code**") it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. **Violation of Section 2-156-030(b) by any elected official with respect to the grant agreement shall be grounds for termination of the grant agreement.** The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code.

Section 2-156-080 defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse or domestic partner, or of any entity in which an official or his or her spouse or domestic partner has a financial interest, with

a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse or domestic partner with an entity when such spouse or domestic partner has no discretion concerning or input relating to the relationship between that entity and the City.

5. Compliance with Federal, State of Illinois and City of Chicago regulations, ordinances, policies, procedures, rules, executive orders and requirements, including Disclosure of Ownership Interests Ordinance (Chapter 2-154 of the Municipal Code); the State of Illinois - Certification Affidavit Statute (Illinois Criminal Code); State Tax Delinquencies (65ILCS 5/11-42.1-1); Governmental Ethics Ordinance (Chapter 2-156 of the Municipal Code); Office of the Inspector General Ordinance (Chapter 2-56 of the Municipal Code); Child Support Arrearage Ordinance (Section 2-92-380 of the Municipal Code); and Landscape Ordinance (Chapters 32 and 194A of the Municipal Code).
6. If selected for grant award, respondents are required to (a) execute the Economic Disclosure Statement and Affidavit, and (b) indemnify the City as described in the grant agreement between the City and the successful respondents.
7. **Prohibition on Certain Contributions, Mayoral Executive Order 2011-4.** Neither you nor any person or entity who directly or indirectly has an ownership or beneficial interest in you of more than 7.5% ("**Owners**"), spouses and domestic partners of such Owners, your Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5% ("**Sub-owners**") and spouses and domestic partners of such Sub-owners (you and all the other preceding classes of persons and entities are together, the "**Identified Parties**"), shall make a contribution of any amount to the Mayor of the City of Chicago (the "**Mayor**") or to his political fundraising committee during (i) the bid or other solicitation process for the grant agreement or Other Contract, including while the grant agreement or Other Contract is executory, (ii) the term of the grant agreement or any Other Contract between City and you, and/or (iii) any period in which an extension of the grant agreement or Other Contract with the City is being sought or negotiated.

You represent and warrant that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached you or the date you approached the City, as applicable, regarding the formulation of the grant agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

You shall not: (a) coerce, compel or intimidate your employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse your employees for a contribution of any amount made to the Mayor or to the Mayor's

political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under the grant agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under the grant agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If you violate this provision or Mayoral Executive Order No. 2011-4 prior to award of the Agreement resulting from this specification, the Commissioner may reject your bid.

For purposes of this provision:

"Other Contract" means any agreement entered into between you and the City that is (i) formed under the authority of Municipal Code Ch. 2-92; (ii) for the purchase, sale or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council.

"Contribution" means a "political contribution" as defined in Municipal Code Ch. 2-156, as amended.

"Political fundraising committee" means a "political fundraising committee" as defined in Municipal Code Ch. 2-156, as amended.

8. (a) The City is subject to the June 24, 2011 "City of Chicago Hiring Plan" (the "2011 City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2011 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.
- (b) You are aware that City policy prohibits City employees from directing any individual to apply for a position with you, either as an employee or as a subcontractor, and from directing you to hire an individual as an employee or as a subcontractor. Accordingly, you must follow your own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by you under the grant agreement are employees or subcontractors of you, not employees of the City of Chicago. The grant agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by you.
- (c) You will not condition, base, or knowingly prejudice or affect any term or aspect of

the employment of any personnel provided under the grant agreement, or offer employment to any individual to provide services under the grant agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of the grant agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(d) In the event of any communication to you by a City employee or City official in violation of paragraph (b) above, or advocating a violation of paragraph (c) above, you will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of the Department. You will also cooperate with any inquiries by IGO Hiring Oversight related to this Agreement.